

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

CLYDE JAMES DIFFEE, II,

Plaintiff,

v.

LONE OAK HOLDINGS, LLC,

Defendant.

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Case No. 1:24-cv-1057-STA-jay

**ORDER GRANTING JOINT MOTION TO APPROVE AMENDED
SETTLEMENT AGREEMENT
ORDER OF DISMISSAL WITH PREJUDICE**

This is an action for unpaid overtime brought pursuant to the Fair Labor Standards Act (“FLSA”). Before the Court is the parties’ Joint Motion to Approve Amended Settlement Agreement (ECF No. 27) filed November 18, 2024. The parties have reached a settlement of their dispute and attached their settlement agreement as an exhibit to the Joint Motion. The Court had previously denied a joint motion to approve a settlement agreement filed under seal and containing a confidentiality provision. The parties have now amended their settlement agreement to remove the confidentiality provision and filed the agreement on the docket.

A district court must scrutinize a proposed FLSA settlement for fairness and determine whether it is a “fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Lynn’s Food Stores, Inc. v. United States ex rel. U.S. Dep’t of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982); *Nutting v. Unilever Mfg. (U.S.) Inc.*, No. 2:14-cv-02239, 2014 WL 2959481, at *3 (W.D. Tenn. June 13, 2014). In this analysis, the Court examines three factors: (1) whether the settlement was achieved in an adversarial context, (2) whether the plaintiffs were protected by attorneys who can protect their rights and (3) whether the settlement reflects a fair and reasonable compromise

of the issues in dispute. *Lynn's Food Stores*, 679 F.2d at 1354. Based on a review of the parties' submissions in this case, the Court finds that the proposed Settlement Agreement is a fair and reasonable resolution of a bona fide FLSA dispute. The Settlement Agreement was negotiated and agreed upon in an adversarial context; both sides are represented by experienced labor and employment counsel; and the agreed-upon resolution represents a fair and reasonable compromise of the FLSA claims, given the significant factual disputes in the case and the uncertainty associated with proceeding to trial.

Therefore, the Court **GRANTS** the Joint Motion. Accordingly, Plaintiff's claims against Defendant are **DISMISSED WITH PREJUDICE**. The Clerk of Court is directed to keep the settlement agreement (ECF No. 23-1), which the parties had previously proposed, under seal. The Clerk of Court is directed to enter judgment.

IT IS SO ORDERED.

s/ S. Thomas Anderson
S. THOMAS ANDERSON
UNITED STATES DISTRICT JUDGE

Date: November 19, 2024